

**ARTICLE 11**  
**SICK LEAVE**

**11.1 Sick Leave Accrual**

Employees will accrue eight (8) hour of sick leave per month under the following conditions:

A. Employees working less than a full-time schedule will accrue sick leave credit on the same proportional basis that their employment schedule bears to a full-time schedule.

B. Sick leave credit will not accrue during leave without pay which exceeds ten (10) working days in any calendar month.

C. Sick leave accruals for the prior calendar month will be credited and available for employee use the first of the next calendar month.

**11.2 Sick Leave Use**

Sick leave may be used for:

A. A personal illness, injury or medical disability that prevents the employee from performing his or her job, or personal medical or dental appointments.

B. Care of family members as required by the Family Care Act, WAC 296-130.

C. A death of any relative that requires the employee's absence from work. Relatives are defined for this purpose as spouse, significant other, domestic partner, son, daughter, grandchild, foster child, son-in-law, daughter-in-law, grandparent, parent, brother, sister, aunt, uncle, niece,

nephew, first cousin, brother-in-law, sister-in-law and corresponding relatives of employee's spouse, significant other or domestic partner.

D. Childcare emergencies after the employee has exhausted all his or her accrued compensatory time. Use of sick leave and vacation leave for emergency childcare is limited to a combined maximum of four (4) days per calendar year.

E. To care for a child under the age of eighteen (18) with a health condition that requires treatment or supervision, or to make arrangements for extended care.

F. Illness or preventive health care appointments of relatives, significant others and domestic partners when the presence of the employee is required.

### **11.3 Use of Compensatory Time, Vacation Leave or Personal Holiday for Sick Leave Purposes**

The Employer may allow an employee who has used all of his or her sick leave to use compensatory time, vacation leave or all of a personal holiday for sick leave purposes as provided in Article 11.2 A. An employee who has used all of his or her sick leave may use compensatory time, vacation leave or all of a personal holiday for sick leave purposes as provided in Article 11.2 B – F.

### **11.4 Restoration of Vacation Leave**

In the event an employee is injured or becomes ill while on vacation leave, the employee may submit a written request to use sick leave and have the equivalent amount of vacation leave restored. The supervisor may require a written medical certificate.

### **11.5 Sick Leave Reporting and Verification**

1 An employee must promptly notify his or her supervisor on his or her first day of  
2 sick leave and each day after, unless there is mutual agreement to do otherwise. If  
3 an employee is in a position where a relief replacement is necessary if he or she is  
4 absent, he or she will notify his or her supervisor at least two (2) hours prior to his  
5 or her scheduled time to report to work. If the Employer suspects abuse, the  
6 Employer may require a written medical certificate for any sick leave absence.  
7 An employee returning to work after any sick leave absence may be required to  
8 provide written certification from his or her health care provider that the  
9 employee is able to return to work and perform the essential functions of the job  
10 with or without reasonable accommodation.

11  
12 **11.6 Sick Leave Annual Cash Out**

13 Each January employees are eligible to receive cash on a one (1) hour for four (4)  
14 hours basis for ninety-six (96) hours or less of their accrued sick leave, if:

- 15  
16 A. Their sick leave balance at the end of the previous calendar year exceeds  
17 four hundred and eighty (480) hours;  
18  
19 B. The converted sick leave hours do not reduce their previous calendar year  
20 sick leave balance below four hundred and eighty (480) hours; and  
21  
22 C. They notify their payroll office by January 31st that they would like to  
23 convert their sick leave hours earned during the previous calendar year,  
24 minus any sick leave hours used during the previous year, to cash.

25  
26 All converted hours will be deducted from the employee's sick leave  
27 balance.  
28

29 **11.7 Sick Leave Separation Cash Out**

30 At the time of retirement from state service or at death, an eligible employee or  
31 the employee's estate will receive cash for his or her compensable sick leave

balance on a one (1) hour for four (4) hours basis. For the purposes of this Section, retirement will not include "vested out of service" employees who leave funds on deposit with the retirement system.

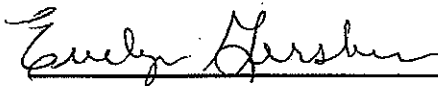
**11.8 Reemployment**

Former state employees who are re-employed within five (5) years of leaving state service will be granted all unused and unpaid sick leave credits they had at separation. If an employee is reemployed after retiring from state service, when the employee subsequently retires or dies, only unused sick leave accrued since the date of reemployment minus sick leave taken within the same period will be eligible for sick leave separation cash out, in accordance with 11.7 above.

**11.9 Carry Forward and Transfer**

Employees will be allowed to carry forward, from year to year of service, any unused sick leave allowed under this provision, and will retain and carry forward any unused sick leave accumulated prior to the effective date of this Agreement. When an employee moves from one college to another, without a break in service, the employee's accrued sick leave will be transferred to the new college or agency for the employee's use.

**For Union:**



**Date**

8/2/06

**For Employer:**



**Date**

8/2/06

## ARTICLE 12

### SHARED LEAVE

#### 12.1 Shared Leave

The purpose of the leave sharing program is to permit state employees; at no significantly increased cost to the state, of providing leave to come to the aid of another state employee who has been called to service in the uniformed services, or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment, or physical or mental condition, which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment. For purposes of the leave sharing program, the following definitions apply:

- A. "Employee's relative" normally will be limited to the employee's spouse, child, stepchild, grandchild, grandparent, or parent.
- B. "Household members" is defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term will include, but is not limited to, foster children and legal wards. The term does not include persons sharing the same general house when the living style is primarily that of a dormitory or commune.
- C. "Severe" or "extraordinary" condition is defined as serious or extreme and/or life threatening.
- D. "Service in the uniformed services" means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time national guard duty including state-ordered active duty, and a period for which a person is absent from a position of employment for the purpose of an examination

to determine the fitness of the person to perform any such duty.

- E. "Uniformed services" means the armed forces, the army national guard, and the air national guard of any state, territory, commonwealth, possession, or district when engaged in active duty for training, inactive duty training, full-time national guard duty, or state active duty, the commissioned corps of the public health service, the coast guard, and any other category of persons designated by the President of the United States in time of war or national emergency.

## **12.2 Shared Leave Receipt**

- A. An employee may be eligible to receive shared leave if the Employer has determined the employee meets the following criteria:
1. The employee suffers from, or has a relative or household member suffering from, an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature; or
  2. The employee has been called to service in the uniformed services.
- B. The illness, injury, impairment, condition, or call to service has caused, or is likely to cause, the employee to:
1. Go on leave without pay status; or
  2. Terminate state employment.
- C. The employee's absence and the use of shared leave are justified.
- D. The employee has depleted or will shortly deplete his or her:

1. Vacation leave and sick leave reserves if the employee qualifies under Subsection 12.2.A.1, above; or
  2. Vacation leave and paid military leave allowed under RCW 38.40.060 if the employee qualifies under Subsection 12.2.A.2, above.
- E. The employee has abided by institution rules regarding:
1. Sick leave use if the employee qualifies under Subsection 12.2.A.1, above of this section; or
  2. Military leave if the employee qualifies under Subsection 12.2.A.2, above.
- F. The employee has diligently pursued and been found to be ineligible for benefits under RCW 51.32 if the employee qualifies under Subsection 12.2.A.1, above.

### **12.3 Shared Leave Use**

- A. The Employer will determine the amount of leave, if any, which an employee may receive. However, an employee will not receive more than two hundred sixty-one (261) days of shared leave.
- B. The Employer will require the employee to submit, prior to approval or disapproval, a medical certificate from a licensed physician or health care practitioner verifying the employee's required absence, the description of the medical problem, and expected date of return-to-work status. The Employer will require the employee to submit, prior to approval or disapproval, a copy of the military orders verifying the employee's required absence.

- C. The Employer should consider other methods of accommodating the employee's needs, such as modified duty, modified hours, flex-time or special assignments in lieu of shared leave usage.
- D. Leave transferred may be transferred from employees of one district to an employee of the same district or, with the approval of the heads of both state agencies/higher education institutions, to an employee of another state agency/higher education institution.
- E. Vacation leave, sick leave, or all or part of a personal holiday transferred from a donating employee will be used solely for the purpose stated in this Article.
- F. The receiving employee will be paid his or her regular rate of pay; therefore, the value of one (1) hour of shared leave may cover more or less than one (1) hour of the recipient's salary.

#### **12.4 Leave Donation**

An employee may donate vacation leave, sick leave, or personal holiday to another employee for purposes of the leave sharing program under the following conditions:

- A. The Employer approves the employee's request to donate a specified amount of vacation leave to an employee authorized to receive shared leave; and
  - 1. The full-time employee's request to donate leave will not cause his or her vacation leave balance to fall below eighty (80) hours. For part-time employees, requirements for vacation leave balances will be prorated; and



2. Employees may not donate excess vacation leave that they would not be able to take due to an approaching anniversary date; except when the request for leave was denied and the leave was deferred.
- B. The Employer approves the employee's request to donate a specified amount of sick leave to an employee authorized to receive shared leave. The employee's request to donate leave will not cause his or her sick leave balance to fall below one hundred seventy-six (176) hours after the transfer.
- C. The Employer approves the employee's request to donate all or part of his or her personal holiday to an employee authorized to receive shared leave.
1. That portion of a personal holiday that is accrued, donated as shared leave, and then returned during the same calendar year to the donating employee, may be taken by the donating employee.
  2. An employee will be allowed to split the personal holiday only when donating a portion of the personal holiday to the shared leave program.
- D. No employee may be intimidated, threatened, or coerced into donating leave for purposes of this program.

#### **12.5 Shared Leave Administration**

- A. The calculation of the recipient's leave value will be in accordance with applicable Office of Financial Management policies, regulations, and procedures. The leave received will be coded as shared leave and be maintained separately from all other leave balances. All compensatory time, sick leave, and vacation leave accrued must be used prior to using

shared leave when the employee qualifies for shared leave. Accrued vacation leave and paid military leave allowed under RCW 38.40.060 must be used prior to using shared leave for employees qualified under Section 12.2. of this Article.

- B. An employee on leave transferred under these rules will continue to be classified as a state employee and will receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued vacation leave or sick leave.
- C. All salary and wage payments made to employees while on leave transferred under these rules will be made by the agency/institution employing the person receiving the leave.
- D. Where Employers have approved the transfer of leave by an employee of one agency/institution to an employee of another agency/institution, the agencies/institutions involved will arrange for the transfer of funds and credit for the appropriate value of leave in accordance with Office of Financial Management policies, regulations, and procedures.
- E. Leave transferred under this Section will not be used in any calculation to determine an agency's/institution's allocation of full-time equivalent staff positions.
- F. Any shared leave not used by the recipient will be returned to the donor(s). The remaining shared leave is to be divided on a pro rata basis among the donors and reinstated to the respective donors' appropriate leave balances based upon each employee's current salary rate at the time of the reversion. The shared leave returned will be prorated back based on the donor's original donation.
- G. Unused shared leave may not be cashed out but will be returned to the donors per Subsection F, above.

H. An employee who uses leave that is transferred under this Section will not be required to repay the value of the leave that he or she used.

12.6 This Article is grievable only through Step 3 of the grievance process in Article 28, except at The Evergreen State College, where it may be grieved through Step 2.

For Union:

Emily Lushen

Date

6/7/06

For Employer:

Tim Rahn

Date

6/7/06

## ARTICLE 13

### FAMILY AND MEDICAL LEAVE

#### 13.1

A. Consistent with the federal Family and Medical Leave Act of 1993 (FMLA) and the state Family and Medical Leave Act of 2006, an employee who has worked for the state for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) workweeks of FMLA leave in a twelve (12) month period for any combination of the following:

1. Parental leave for the birth and to care for a newborn child, or placement for adoption or foster care of a child and to care for that child; or
2. Personal medical leave due to the employee's own serious health condition that requires the employee's absence from work; or
3. Family medical leave to care for a spouse, son, daughter, parent or domestic partner as defined by WAC 182-12-260 (2) who suffers from a serious health condition that requires on-site care or supervision by the employee. Son or daughter means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age eighteen (18), or age eighteen (18) or older and incapable of self-care because of a mental or physical disability. Parent means a biological parent or an individual who stands or stood in loco parentis to an employee when the employee was a son or daughter.

1       B.     Entitlement to FMLA leave for the care of a newborn child or newly  
2             adopted or foster child ends twelve (12) months from the date of birth or  
3             the placement of the foster or adopted child.

4  
5       C.     The one thousand two hundred fifty (1,250) hour eligibility requirement  
6             noted above does not count paid time off such as time used as vacation  
7             leave, sick leave, personal holidays, compensatory time off, or shared  
8             leave.

9  
10    13.2    The twelve (12) week FMLA leave entitlement is available to the employee,  
11             provided that eligibility requirements listed in Section 13.1 are met. The FMLA  
12             leave entitlement period will be a rolling twelve (12) month period measured  
13             forward from the date an employee begins FMLA leave. Each time an employee  
14             takes FMLA leave during the twelve (12) month period, the leave will be  
15             subtracted from the twelve (12) weeks of available leave.

16  
17    13.3    The Employer will continue the employee's existing employer-paid health  
18             insurance benefits during the period of leave covered by FMLA. The employee  
19             will be required to pay his or her share of health care premiums. The Employer  
20             may require an employee to exhaust all paid leave prior to using any leave  
21             without pay, except that the employee will be allowed to use eight (8) hours a  
22             month of accrued leave during each month to provide for the continuation of  
23             benefits as provided for by PEBB.

24  
25    13.4    The Employer has the authority to designate absences that meet the criteria of the  
26             FMLA. The use of any paid or unpaid leave (excluding leave for a compensable  
27             work-related illness or injury and compensatory time) for an FMLA-qualifying  
28             event will run concurrently with, not in addition to, the use of the FMLA for that  
29             event. Employees will not be required to exhaust all paid leave prior to using any  
30             leave without pay for a compensable work-related injury or illness.

**13.5 Parental and Pregnancy Disability Leave**

A. Parental leave will be granted to the employee for the purpose of bonding with his or her natural newborn, adoptive or foster child. Parental leave may extend up to six (6) months, including time covered by the FMLA, during the first year after the child's birth or placement. Leave beyond the period covered by the FMLA and pregnancy disability may only be denied by the Employer due to operational necessity. Such denial may be grieved beginning at the top internal step of the grievance procedure in Article 28.

B. Parental leave may be a combination of the employee's accrued vacation leave, sick leave for pregnancy disability or other qualifying events, personal holiday, compensatory time, or leave without pay. Parental leave may be taken on an intermittent or reduced schedule basis in accordance with Subsection 13.5.A.

C. Pregnancy disability leave will be granted for the period of time an employee is sick or temporarily disabled because of pregnancy and/or childbirth and will be in addition to the twelve (12) weeks of FMLA leave.

**13.6** Serious health condition leave consistent with the requirements of the FMLA will be granted to an employee in order to care for a spouse, son, daughter, parent or domestic partner as defined by WAC 182-12-260 (2) who suffers from a serious medical condition that requires on-site care or supervision by the employee. Personal medical leave consistent with the requirements of the FMLA will be granted to an employee for his or her own serious health condition that requires the employee's absence from work. The Employer may require that such personal medical leave or serious health condition leave be supported by certification from the employee's or family member's health care provider.

1 **13.7** Personal medical leave or serious health condition leave covered by the FMLA  
2 may be taken intermittently or on a reduced schedule basis when certified as  
3 medically necessary.  
4

5 **13.8** Upon returning to work after the employee's own FMLA-qualifying illness, the  
6 employee may be required to provide a fitness for duty certificate from a health  
7 care provider.  
8

9 **13.9** The employee will provide the Employer with not less than thirty (30) days'  
10 notice before the FMLA leave is to begin. If the need for the leave is  
11 unforeseeable thirty (30) days in advance, then the employee will provide such  
12 notice when feasible.  
13

14 **13.10** An employee returning from FMLA leave will have return rights in accordance  
15 with FMLA.  
16

17 **13.11** Both parties agree that nothing in this Agreement will prevent an employee from  
18 filing a complaint regarding FMLA with the Department of Labor or the  
19 Department of Labor and Industries.  
20

21  
22 **For Union:**

23   
24

25 **Date**

26 8/2/06  
27

**For Employer:**



**Date**

8/2/06

## ARTICLE 14

### WORK-RELATED INJURY OR ILLNESS

#### Compensable Work-Related Injury or Illness Leave

An employee who sustains a work-related illness or injury that is compensable under the state workers' compensation law may select time-loss compensation exclusively or leave payments in addition to time-loss compensation. Employees who take sick leave during a period in which they receive time-loss compensation will receive full sick leave pay, minus any time-loss benefits. Employees who take vacation leave or compensatory time during a period in which they receive time-loss compensation will receive full vacation leave or compensatory time pay in addition to any time-loss payments. Notwithstanding Section 17:1, of Article 17, Leave Without Pay, the Employer may separate an employee in accordance with Article 32, Reasonable Accommodation and Disability Separation.

For Union:

Emily F. Shesha

Date 5/24/06

For Employer:

Tim Peters

Date 5/24/06



**ARTICLE 15**

**SUSPENDED OPERATIONS**

**15.1** If the Chief Executive Officer or designee of the institution determines that the public health, property or safety is jeopardized and it is advisable due to emergency conditions to suspend the operation of all or any portion of the institution, the following will govern employees:

A. Employees scheduled and not required to work during the disruption will have no loss in pay for the first day.

B. The following options will be made available to the affected employees who are not required to work for the balance of the closure:

1. Vacation leave, personal holiday; or
2. Accrued compensatory time (where applicable); or
3. Leave without pay; or
4. Employee-requested schedule changes in accordance with Article 6.3F and 6.8F and G.

C. Employees required to work during the disruption will receive one and one-half (1-1/2) times their regular pay for work performed during the period of suspended operation. Overtime worked during the closure will be compensated according to Article 7, Overtime, of this Agreement.

**15.2** The options listed in Subsection 15.1B, above, will be made available to employees who are unable to report to work due to severe inclement weather.

**For Union:**

**For Employer:**

*Emily Hershey*

*Tim Peters*

Date 8/1/06

Date 8/1/06

## ARTICLE 16

### MISCELLANEOUS PAID LEAVES

#### 16.1 Bereavement Leave

Up to three (3) days of paid bereavement leave will be granted for the death of any family member or household member that requires the employee's absence from work. Family members are defined for this purpose as mother, father, sister, brother, mother-in-law, father-in-law, spouse, grandparent, grandchild, son, daughter, stepchild, and a child in the custody of and residing in the home of an employee.

#### 16.2 Jury Duty Leave

Leave of absence with pay will be granted to employees for jury duty. An employee will be allowed to retain any compensation paid to him or her for his or her jury duty service. An employee will inform the Employer when notified of a jury summons and will cooperate in requesting a postponement of service if warranted by business demands. An employee whose work shift is other than a day shift will be considered to have worked a full work shift for each workday during the period of jury duty. If a day shift employee is released from jury duty and there are more than two (2) hours remaining on his or her work shift, the employee will call his or her supervisor and may be required to return to work.

#### 16.3 Personal Leave

A. An employee may choose one (1) workday as a personal leave day during the life of this Agreement if the employee has been continuously employed by the college/district for more than four (4) months.

B. The college/district will release the employee from work on the day selected for personal leave if:

1           1.     The employee has given at least fourteen (14) calendar days'  
2                     written notice to the supervisor. However, the supervisor has the  
3                     discretion to allow a shorter notice period.

4  
5           2.     The number of employees choosing a specific day off allows a  
6                     college/district to continue its work efficiently and not incur  
7                     overtime.

8  
9           C.     Personal leave may not be carried over.

10  
11          D.     Personal leave is pro-rated for less than full-time employees.

12  
13          E.     The pay for a full-time employee's personal leave day is eight (8) hours.

14  
15          F.     Personal leave may be used to care for family members as required by the  
16                     Family Care Act, WAC 296-130.

17  
18                 This provision will expire with the expiration of the 2007-2009  
19                 Agreement.

20  
21   16.4   The Employer will not be responsible for per diem, travel expenses or overtime  
22             under this Article.

23  
24           **For Union:**

24           **For Employer:**

25           *Evelyn Gresham*  
26           \_\_\_\_\_

25           *Tim Rota*  
26           \_\_\_\_\_

27           Date   8/25/06

27           Date   8/25/06  
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## ARTICLE 17

### LEAVE WITHOUT PAY

17.1 Leave without pay will be granted for the following reasons:

- A. Family and medical leave (Article 13)
- B. Compensable work-related injury or illness leave (Article 14)
- C. Military leave
- D. Cyclic employment

17.2 Leave without pay may be granted for the following reasons:

- A. Educational leave
- B. Child or elder care emergencies
- C. Governmental service leave
- D. Citizen volunteer or community service leave
- E. Conditions applicable for leave with pay
- F. Union Activities (Article 38)
- G. Formal collective bargaining leave
- H. As otherwise provided for in this Agreement

**17.3 Limitations**

Leave without pay will be limited to twelve (12) months or fewer in any consecutive five (5) year period, except for:

- A. Compensable work-related injury or illness leave;
- B. Educational leave;
- C. Governmental service leave;
- E. Military leave;
- E. Cyclic employment leave;
- F. Leave for serious health condition taken under the provisions of Article 13, Family and Medical Leave;
- G. Leave taken voluntarily to reduce the effect of a layoff;
- H. Leave authorized in advance by an appointing authority as part of a plan to reasonably accommodate a person of disability; or
- I. Leave to participate in Union activities.

**17.4 Returning Employee Rights**

Employees returning from authorized leave without pay will be employed in the same position or in another position in the same job classification, as determined by the Employer, provided that such reemployment is not in conflict with other articles in this Agreement. The employee and the Employer may enter into a written agreement regarding return rights at the commencement of the leave.

**17.5 Military Leave**

In addition to fifteen (15) days of paid leave granted to employees for active duty or active duty training, unpaid military leave will be granted in accordance with RCW 38.40.060 and applicable federal law. Employees on military leave will be reinstated as provided in RCW 73.16 and applicable federal law.

**17.6 Educational Leave**

Leave without pay may be granted for educational leave for the duration of actual attendance in an educational program.

**17.7 Child or Elder Care Emergencies**

Leave without pay, compensatory time or paid leave may be granted for child or elder care emergencies.

**17.8 Cyclic Employment Leave**

Leave without pay will be granted to cyclic year employees during their off-season.

**17.9 Governmental Service Leave**

Leave without pay may be granted for government service in the public interest, including but not limited to the U.S. Public Health Service or Peace Corps leave.

**17.10 Citizen Volunteer or Community Service Leave**

Leave without pay may be granted for community volunteerism or service.

**17.11 Formal Collective Bargaining Leave**

Leave without pay may be granted to participate in formal collective bargaining sessions authorized by RCW 41.80.

**17.12** Requests for leave without pay will be submitted in writing. The Employer will approve or deny leave without pay requests, in writing, within fourteen (14) calendar days when practicable and will include the reason for denial.

**For Union:**

*Emily T. Gershen*

Date 5/24/06

**For Employer:**

*Tina Peters*

Date 5/24/06

**ARTICLE 18**  
**SAFETY AND HEALTH**

**18.1** The Employer, Employee and Union have a significant responsibility for workplace safety.

A. The Employer will provide a work environment in accordance with safety standards established by the Washington Industrial Safety and Health Act (WISHA).

B. Employees will comply with all safety practices and standards established by the Employer.

C. The Union will work cooperatively with the Employer on safety related matters and encourage employees to work in a safe manner.

**18.2** Employees will take an active role in creating a safe and healthy workplace by reporting immediate safety issues to their supervisor(s), following the chain of command, and other safety issues to their safety committee and/or safety officer for review and action, as necessary. The Employer will address reported unsafe working conditions and take appropriate action.

**18.3** The Employer will determine and provide the required safety devices, personal protective equipment and apparel, which employees will wear and/or use. If necessary, training will be provided to employees on the safe operation of the equipment prior to use.



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2 **18.4** Each Employer will form joint safety committees, in accordance with WISHA  
3 requirements, at each work location where there are eleven (11) or more  
4 employees. Meetings will be conducted in accordance with WAC 296-800-  
5 13020. Committee recommendations will be forwarded to the appropriate  
6 appointing authority for review and action, as necessary.

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8 **18.5** The Employer encourages employee wellness. The Employer will provide  
9 employees access to wellness facilities and resources consistent with other  
10 employee groups.  
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26 **For Union:**

27 Emily Hershen  
28  
29

30 **Date**

6/7/06

**For Employer:**

Tim Peters

**Date**

6/7/06

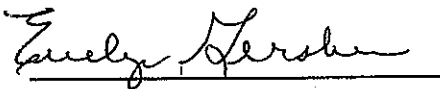
**ARTICLE 19****UNIFORMS, TOOLS AND EQUIPMENT****19.1 Uniforms**

The Employer may require employees to wear uniforms. Where required, the Employer will determine and provide the uniform or an equivalent clothing allowance. The Employer will continue its current practices regarding the provision and maintenance of required uniforms and specialized clothing and footwear.

**19.2 Tools and Equipment**

As established by current practices, the Employer may determine and provide necessary tools, tool allowance, equipment and foul weather gear. The Employer will repair or replace employer-provided tools and equipment if damaged or worn out beyond usefulness in the normal course of business. Employees are accountable for equipment and/or tools assigned to them and will maintain them in a clean and serviceable condition.

**19.3** The Employer will make a reasonable effort to provide prior notice to employees when assigning tasks that require clothing other than normal attire.

**For Union:**

Date

6/7/06

**For Employer:**

Date

6/7/06

## ARTICLE 20

### DRUG AND ALCOHOL FREE WORKPLACE

**20.1** All employees must report to work in a condition fit to perform their assigned duties unimpaired by alcohol or drugs. Each institution is required to comply with the Drug-Free Schools and Communities Act (DFSCA) and the Drug-Free Schools and Campuses Regulations in order to be eligible for federal funding.

#### **20.2 Possession of Alcohol and Illegal Drugs**

Employees may not use or possess alcohol while on duty, except when authorized by the institution's policy. The possession or use of illegal drugs is strictly prohibited.

#### **20.3 Prescription and Over-the-Counter Medications**

Employees taking physician-prescribed or over-the-counter medications, if there is a substantial likelihood that such medication will affect job safety, must notify their supervisor or other designated official of the fact that they are taking a medication and the side effects of the medication.

#### **20.4 Drug and Alcohol Testing – Safety-Sensitive Functions**

A. Employees required to have a Commercial Driver's License (CDL) are subject to pre-employment, post-accident, random and reasonable suspicion testing in accordance with the U.S. Department of Transportation rules, Coast Guard Regulations (46 CFR Part 16) or the Federal Omnibus Transportation Employee Testing Act of 1991. The testing will be conducted in accordance with current institution policy.

B. In addition, employees who perform other safety-sensitive functions are subject to pre-employment, post-accident, post-firearm shooting incidents and reasonable suspicion testing. The testing will be conducted in accordance with institution policy. For the purposes of this Article,

employees who perform other safety-sensitive functions are those positions where an employee is issued a firearm and those licensed health care professionals who administer or dispense medications as a part of their job duties.

C. Reasonable suspicion testing for alcohol or controlled substances may be directed by the Employer for any employee performing safety-sensitive functions when there is reason to suspect that alcohol or controlled substance use may be adversely affecting the employee's job performance or that the employee may present a danger to the physical safety of the employee or another. Specific objective grounds must be stated in writing that support the reasonable suspicion. Examples of specific objective grounds include but are not limited to:

1. Physical symptoms consistent with controlled substance and/or alcohol use;
2. Evidence or observation of controlled substance or alcohol use, possession, sale, or delivery; or
3. The occurrence of an accident(s) where a trained manager, supervisor or lead worker suspects controlled substance/alcohol use may have been a factor.

D. Referral

Referral for testing will be made on the basis of specific objective grounds documented by a supervisor or manager who has attended the training on detecting the signs/symptoms of being affected by controlled substances/alcohol and verified by another trained supervisor or manager.

**20.5 Drug and Alcohol Test – Post-Accident**

Post-accident drug and alcohol testing may be conducted by the Employer for any employee when a work-related incident has occurred involving death, serious bodily injury or significant property/environmental damage, or the potential for death, serious bodily injury, or significant property/environmental damage, and when the employee's action(s) or inaction(s) either contributed to the incident or cannot be completely discounted as a contributing factor. Referral for post-accident testing will be made in accordance with Subsection 20.4 D, above.

**20.6 Testing**

Employees must submit to alcohol and/or controlled substance testing when required by the Employer, in accordance with Sections 20.4 and 20.5, above. A refusal to test is considered the same as a positive test. When an employee is referred for testing, he or she will be removed immediately from duty and transported to the collection site. The cost of testing, including the employee's salary, will be paid by the Employer.

Testing will be conducted in such a way to ensure maximum accuracy and reliability by using the techniques, chain of custody procedures, equipment and laboratory facilities, which have been approved by the U.S. Department of Health and Human Services. An employee notified of a positive controlled substance or alcohol test result may request an independent test of his or her split sample at the employee's expense. If the test result is negative, the Employer will reimburse the employee for the cost of the split sample test.

An employee who has a positive alcohol test and/or a positive controlled substance test may be subject to disciplinary action, up to and including dismissal, based on the incident that prompted the testing, including a violation of the drug and alcohol free work place rules.

**20.7 Training**

Training will be made available to managers and supervisors. The training will include:

A. The elements of the Employer's Drug and Alcohol Free Workplace Program;

B. The effects of drugs and alcohol in the workplace;

C. Behavioral symptoms of being affected by controlled substances and/or alcohol; and

D. Rehabilitation services available.

**For Union:**

**For Employer:**

Evelyn Hershen

Tim Peters

**Date**

8/22/06

**Date**

8/22/06

ARTICLE 21

TRAVEL

Employees required to travel in order to perform their duties will be reimbursed for any authorized travel expenses (e.g. mileage and/or per diem), in accordance with the regulations established by the Office of Financial Management and institution policy.

For Union:

For Employer:

Emily F. Gershon

Tina Peters

Date 5/24/06

Date 5/24/06

ARTICLE 22

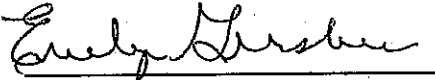
COMMUTE TRIP REDUCTION AND PARKING

22.1 The Employer will continue to encourage but not require employees to use alternate means of transportation to commute to and from work consistent with the Commute Trip Reduction (CTR) law and the needs of the college community.

22.2 The Employer and the Union recognize the value of compressed workweeks, flextime arrangements and telecommuting/telework.

22.3 Employees will continue to be eligible to park in designated college parking areas in accordance with Employer policies. The Employer may establish and charge parking fees, assess fines for violations of motor vehicle and parking regulations, order the removal of vehicles parked in violation of regulations at the expense of the violator, and seek collection of any unpaid fines.

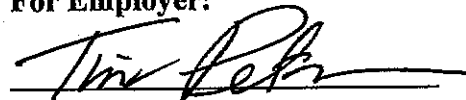
For Union:



Date:

6/14/06

For Employer:



Date:

6/14/06



**ARTICLE 23**

**LICENSURE AND CERTIFICATION**

**23.1** The Employer will continue its current practices related to licensure and certification.

**23.2** Conditions of Employment

When a license and/or certification is required as a part of the qualifications for a position prior to the appointment of an employee into the affected position, the employee will be responsible for the initial cost of the license and/or certification.

Thereafter, the employee will be responsible for maintaining the license and/or certification and for all renewal costs.

**23.3** Outside Entity Requirements

When an outside entity, e.g. by state regulation or local ordinance, requires a new license and/or certification following the appointment of the employee into the affected position, the Employer will reimburse the employee for the initial cost of the new license and/or certification. Thereafter, the employee will be responsible for maintaining the license and/or certification and for all renewal costs.

**23.4** Employer Convenience

When a license and/or certification is not required by an outside entity and the Employer, for its own convenience, requires a new license and/or certification following appointment of the employee into the affected position, the Employer will reimburse the employee for the initial cost of the new license and/or certification. Thereafter, the Employer will continue to pay for maintaining the license and/or certification and for all renewal costs.

1 **23.5** Employees will notify their appointing authority or designee if their work-related  
2 license and/or certification has expired, or has been restricted, revoked or  
3 suspended within twenty-four (24) hours of expiration, restriction, revocation or  
4 suspension, or prior to their next scheduled shift, whichever occurs first.

5  
6 **For Union:**

**For Employer:**

7 Emily Gershen

8 Tina Retana

9 **Date** 8/23/06

10 **Date** 8/23/06

**ARTICLE 24**

**VOLUNTEERS AND STUDENT WORKERS**

The Employer will utilize volunteers and student workers only to the extent they supplement and do not supplant bargaining unit employees. Volunteers and student workers will not supervise bargaining unit employees.

**For Union:**

**For Employer:**

Emily Shriver

Tim Fick

Date 8/25/06

Date 8/25/06

**ARTICLE 25**

**RESIGNATION AND ABANDONMENT**

**25.1 Voluntary Resignation**

The Employer may permit an employee to withdraw his or her resignation at any time prior to the effective date.

**25.2 Unauthorized Absence/Abandonment**

When an employee has been absent without authorized leave and has failed to contact the Employer for a period of three (3) consecutive days, the employee is presumed to have resigned from his or her position. The Employer will make reasonable attempts to contact the employee to determine the cause of the absence. Such reasonable attempts will include calling the employee at his or her contact phone number and any emergency contacts on file with the Employer.

**25.3 Notice of Separation**

When an employee's resignation is presumed in accordance with Section 25.2 above, the Employer will separate the employee by sending a separation notice to the employee by certified mail to the last known address of the employee. Such notice will include information regarding eligibility for continuation of medical benefits.

**25.4 Petition for Reinstatement**

An employee who has received a separation notice in accordance with Section 25.3, above, may petition the Employer in writing to consider reinstatement. The employee must provide proof that the absence was involuntary or unavoidable. The petition must be received by the Employer or postmarked within seven (7) calendar days after the separation notice was deposited in the United States mail.

**25.5 Grievability**

Denial of a petition for reinstatement is grievable. The grievance may not be based on information other than that shared with the Employer at the time of the petition for reinstatement.

**For Union:**

**For Employer:**

*Emily Shroder*

*Tim Ror*

Date *7/26/06*

Date *7/26/06*

**ARTICLE 26**

**PRIVACY AND OFF-DUTY CONDUCT**

**26.1** Employees have the right to confidentiality related to personal information and personnel issues to the extent provided/allowed by law. The Employer, the Union and the employees will take appropriate steps to maintain such confidentiality.

**26.2** The off-duty activities of an employee may be grounds for disciplinary action if said activities are a conflict of interest as set forth in RCW 42.52, are detrimental to the employee's work performance or the program of the institution, or otherwise constitutes just cause. Employees will report all arrests and any court-imposed sanctions or conditions that affect their ability to perform assigned duties to their Human Resources Office appointing authority within twenty-four (24) hours or prior to their scheduled work shift, whichever occurs first.

**For Union:**

Emily F. Hershen

Date 5/24/06

**For Employer:**

Tim Peters

Date 5/24/06

**ARTICLE 27**

**DISCIPLINE**

1  
2  
3  
4 **27.1** The Employer will not discipline any permanent employee without just cause.

5  
6 **27.2** Discipline includes oral and written reprimands, reductions in pay, suspensions,  
7 demotions, and discharges. Oral reprimands will be identified as such.

8  
9 **27.3** When disciplining an employee, the Employer will make a reasonable effort to  
10 protect the privacy of the employee.

11  
12 **27.4** The Employer has the authority to conduct investigations.

13  
14 **27.5** A. Upon request, an employee has the right to a union representative at an  
15 investigatory interview called by the Employer, if the employee reasonably  
16 believes discipline could result. An employee may also have a union  
17 representative at a pre-disciplinary meeting. If the requested representative is  
18 not reasonably available, the employee will select another representative who  
19 is available. An employee seeking representation is responsible for contacting  
20 his or her representative.

21  
22 B. The role of the union representative in regard to Employer-initiated  
23 investigations is to provide assistance and counsel to the employee and not  
24 interfere with the Employer's right to conduct the investigation. Every effort  
25 will be made to cooperate in the investigation.

26  
27 **27.6** An employee placed on an alternate assignment during an investigation will not  
28 be prohibited from contacting his or her union steward unless there is a conflict of  
29 interest, in which case the employee may contact another union steward. This  
30 does not preclude the Employer from restricting an employee's access to  
31 institution or college premises.

32

33 27.7 Prior to imposing discipline, except oral or written reprimands, the Employer will  
34 inform the employee in writing of the reasons for the contemplated discipline and  
35 an explanation of the evidence. The Employer will provide the Union with a copy.  
36 The employee will be provided an opportunity to respond either at a meeting  
37 scheduled by the Employer, or in writing if the employee prefers. A pre-  
38 disciplinary meeting with the Employer will be considered time worked.

39

40 27.8 The Employer will provide an employee with fifteen (15) calendar days' written  
41 notice prior to the effective date of a reduction in pay or demotion.

42

43 27.9 The Employer has the authority to impose discipline, which is then subject to the  
44 grievance procedure set forth in Article 28. Oral reprimands, however, may be  
45 processed only through the institution or college's top step of the grievance  
46 procedure and cannot be arbitrated.

47

48 **27.10 Removal of Documents**

49 A. Written reprimands will be removed from an employee's personnel file after  
50 three (3) years if:

51

52 1. Circumstances do not warrant a longer retention period; and

53

54 2. There has been no subsequent discipline; and

55

56 3. The employee submits a written request for its removal.

57

58 B. Records of disciplinary actions involving reductions in pay, suspensions or  
59 demotions, and written reprimands not removed after three (3) years will be  
60 removed after seven (7) years if:

61

62 1. Circumstances do not warrant a longer retention period; and



63

64

2. There has been no subsequent discipline; and

65

66

3. The employee submits a written request for its removal.

67

68

C. Nothing in this Section will prevent the Employer from agreeing to an earlier

69

removal date, unless to do so would violate RCW 41.06.450.

70

71

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73

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75 For the Union:

For Employer:

76

77

78

79

Emelyn Gershon

Tim R. R.

Date 8/1/06

Date 8/1/06

## ARTICLE 28

### GRIEVANCE PROCEDURE

**28.1** The Union and the Employer agree that it is in their best interest to resolve disputes at the earliest opportunity and at the lowest level. Whenever possible, disputes should be resolved informally prior to filing a formal written grievance. To that end, all supervisors and employees are encouraged to engage in free and open discussions about disputes.

#### **28.2 Terms and Requirements**

##### **A. Grievance Definition**

A grievance is an allegation by an employee or a group of employees that there has been a violation, misapplication, or misinterpretation of this Agreement, which occurred during the term of this Agreement. Disciplinary action may be grieved, subject to the provisions of Section 27.9 of Article 27, Discipline. The term "grievant" as used in this Article includes the term "grievants."

##### **B. Filing a Grievance**

Grievances may be filed by the Union on behalf of an employee or on behalf of a group of employees. The grievance will state the name of the employee or the names of the group of employees. The Union, as exclusive representative, is considered the only representative of the employee in grievance matters and has the right in a grievance to designate the person who will represent the employee on behalf of the Union.

##### **C. Computation of Time**

Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a

1 Saturday, Sunday or holiday. Transmittal of grievances, appeals and  
2 responses will be in writing, and timelines will apply to the date of receipt,  
3 not the date of postmarking.  
4

5 D. Failure to Meet Timelines

6 The time limits in this Article must be strictly adhered to unless mutually  
7 modified in writing. Failure by the Union to comply with the timelines  
8 will result in the automatic withdrawal of the grievance. Failure by the  
9 Employer to comply with the timelines will entitle the Union to move the  
10 grievance to the next step of the procedure.  
11

12 E. Contents

13 The written grievance must include the following information or it will not  
14 be processed:

- 15 1. The date of the occurrence giving rise to the grievance or the date  
16 the grievant knew or could reasonably have known of the  
17 occurrence;
- 18
- 19 2. The nature of the grievance;
- 20
- 21 3. The facts upon which it is based;
- 22
- 23 4. The specific article and section of the Agreement violated;
- 24
- 25 5. The specific remedy requested;
- 26
- 27 6. The steps taken to informally resolve the grievance; and
- 28
- 29 7. The name and signature of the Union representative.
- 30

31 F. Modifications

No newly alleged violations may be made after the initial written grievance is filed, except by written mutual agreement.

G. Resolution

If the Employer provides the requested remedy or a mutually agreed-upon alternative, the grievance will be considered resolved and may not be moved to the next step.

H. Withdrawal

A grievance may be withdrawn at any time.

I. Resubmission

If terminated, resolved or withdrawn, a grievance cannot be resubmitted.

J. Pay

Paid release time will be provided to employees, grievants and union stewards in accordance with Article 38, Union Activities;

K. Group Grievances

No more than five (5) grievants will be permitted to attend grievance meetings.

L. Consolidation

Grievances arising out of the same set of facts may be consolidated by written agreement.

M. Bypass

Any of the steps in this procedure may be bypassed with mutual written consent of the parties involved at the time the bypass is sought.

N. Discipline

Disciplinary grievances will be initiated at the level at which the disputed action was taken.

O. Grievance Files

Written grievances and responses will be maintained separately from the employee's personnel file.

**28.3 Filing and Processing**

A. Filing

A grievance must be filed within twenty-eight (28) days of the occurrence giving rise to the grievance, or the date the grievant knew or could reasonably have known of the occurrence. Grievances at The Evergreen State College must be filed within fifty-six (56) days of the occurrence giving rise to the grievance, or the date the grievant knew or could reasonably have known of the occurrence.

The twenty-eight (28) or fifty-six (56) day periods above should be used to attempt to informally resolve the dispute. The union steward or staff representative will indicate when a discussion with the Employer is an attempt to informally resolve a dispute.

B. Alternative Resolution Methods

Any time during the grievance process, by mutual consent, the parties may use alternative methods to resolve the dispute. If the parties agree to use alternative methods, the time frames in this Article are suspended. If the selected alternative method does not result in a resolution, the Union may return to the grievance process and the time frames resume. Any expenses and fees of alternative methods will be shared equally by the parties.

C. Processing

1 The Union and the Employer agree that in-person meetings are preferred  
2 at all steps of the grievance process and will make efforts to schedule in-  
3 person meetings, if possible.  
4

5 **Step 1: Supervisor, Manager or Designee**

6 If the issue is not resolved informally, the Union may file a written  
7 grievance to the supervisor or designee, with a copy to the Human  
8 Resources Office, within the twenty-eight (28) or fifty-six (56) day  
9 periods described in 28.3 A. The Employer will designate a supervisor,  
10 manager or designee who will meet in person or confer by telephone with  
11 a union steward or staff representative and the grievant within fourteen  
12 (14) days of receipt of the grievance, and will respond in writing to the  
13 Union within fourteen (14) days after the meeting.  
14

15 **Step 2: Human Resources Office Designee**

16 If the grievance is not resolved at Step 1, the Union may move it to Step 2  
17 by filing the written grievance, including a copy of the Step 1 decision,  
18 with the Human Resources Office within fourteen (14) days of the  
19 Union's receipt of the Step 1 decision. The Human Resources Office will  
20 designate who will hear the grievance at Step 2. The designee will meet in  
21 person or confer by telephone with a union steward or staff representative  
22 and the grievant within fourteen (14) days of receipt of the appeal, and  
23 will respond in writing to the Union within fourteen (14) days after the  
24 meeting.  
25

26 **Step 3: President/Chancellor or Designee**

27 If the grievance is not resolved at Step 2, the Union may move it to Step 3  
28 by filing the written grievance, including a copy of all previous responses ,  
29 with the President/Chancellor, with a copy to the Human Resources  
30 Office, within fourteen (14) days of the Union's receipt of the Step 2  
31 decision. The President/Chancellor or designee will meet in person or

1 confer by telephone with a union steward or staff representative and the  
2 grievant within fourteen (14) days of receipt of the appeal, and will  
3 respond in writing to the Union within fourteen (14) days after the  
4 meeting.

5  
6 **Note:** The Evergreen State College will have a 2-step grievance process.  
7 The supervisor, manager or designee will hear Step 1 grievances, and the  
8 appropriate Vice President or designee will hear Step 2 grievances.

9  
10 **Election of Remedies:** Arbitrating a claim under this Article constitutes a  
11 waiver of the right to pursue the same claim before the Equal Employment  
12 Opportunity Commission, the Human Rights Commission, or in a judicial  
13 or other forum. Pursuit of a claim before the Equal Employment  
14 Opportunity Commission, the Human Rights Commission, or in a judicial  
15 or other forum constitutes a waiver of the right to pursue the same claim  
16 through arbitration under this Article.

17  
18 **Step 4: Mediation or Pre-Arbitration Review Meetings (PARM)**

19 **1. Disciplinary Grievances**

20 If the grievance is not resolved at the final internal step, the  
21 Union may file a request for mediation with the Public  
22 Employment Relations Commission (PERC) in accordance  
23 with WAC 391-55-020, with a copy to the OFM Labor  
24 Relations Office (OFM/LRO) and the college/district's  
25 Human Resources Office within thirty (30) days of receipt  
26 of the final internal step decision. In addition to all other  
27 filing requirements, the request must include a copy of the  
28 grievance and all previous responses.

29  
30 **2. Non-Disciplinary Grievances**

1 If the grievance is not resolved at the final internal step, the  
2 Union may request a PARM by filing the written grievance  
3 including a copy of all previous responses with the director  
4 of the OFM/LRO and the college/district's Human  
5 Resources Office within thirty (30) days of receipt of the  
6 final internal step decision. Within fifteen (15) days of the  
7 receipt of all the required information, the OFM/LRO will  
8 either:

9  
10 i. Notify the Union in writing that a PARM  
11 will be scheduled with the OFM/LRO director or  
12 designee, the college/district's Human Resources  
13 Office representative, and the Union's staff  
14 representative to review and attempt to settle the  
15 dispute.

16  
17 OR,

18  
19 ii. Notify the Union in writing that no PARM  
20 will be scheduled.

21  
22 Within thirty (30) days of the request, a PARM will be scheduled. The  
23 meeting will be conducted at a mutually agreeable time.

24  
25 The proceedings of any mediation or PARM will not be reported or  
26 recorded in any manner, except for written agreements reached by the  
27 parties during the course of the mediation or PARM. Unless they are  
28 independently admissible, statements made by or to the mediator, or by or  
29 to any party or other participant in the mediation or PARM, may not be:

30  
31 1. Later introduced as evidence;



2. Made known to an arbitrator or hearings examiner at a hearing; and/or

3. Construed for any purpose as an admission against interest.

**Step 5: – Arbitration**

If the grievance is not resolved at mediation or a PARM, or the OFM/LRO Director or designee notifies the Union in writing that no PARM will be scheduled, the Union may file a demand for arbitration. The demand to arbitrate the dispute must be filed with the American Arbitration Association (AAA) within thirty (30) days of the mediation session, PARM or receipt of the notice that no PARM will be scheduled.

**D. Selecting an Arbitrator**

The parties will select an arbitrator by mutual agreement or by alternately striking names supplied by the AAA, and will follow the Labor Arbitration Rules of the AAA unless they agree otherwise in writing.

**E. Authority of the Arbitrator**

1. The arbitrator will:

a. Have no authority to rule contrary to, add to, subtract from, or modify any of the provisions of this Agreement;

b. Be limited in his or her decision to the grievance issue(s) set forth in the original written grievance unless the parties agree to modify it;

c. Not make any award that provides an employee with compensation greater than would have resulted had there been no violation of this Agreement;

d. Not have the authority to order the Employer to modify staffing levels or to direct staff to work overtime.

2. The arbitrator will hear arguments on and decide issues of arbitrability before the first day of arbitration at a time convenient for the parties, immediately prior to hearing the case on its merits, or as part of the entire hearing and decision making process. If the issue of arbitrability is argued prior to the first day of arbitration, it may be argued in writing or by telephone at the discretion of the arbitrator. Although the decision may be made orally, it will be put in writing and provided to the parties.

3. The decision of the arbitrator will be final and binding upon the Union, the Employer and the grievant.

F. Arbitration Costs

1. The expenses and fees of the arbitrator, and the cost (if any) of the hearing room(s), will be shared equally by the parties.

2. If the arbitration hearing is postponed or canceled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties.

3. If either party desires a record of the arbitration, a court reporter may be used. The requesting party will pay the cost of the court reporter. If that party purchases a transcript, a copy will be provided to the arbitrator free of charge. If the other party desires

a copy of the transcript, it will pay for half of the costs of the fee for the court reporter, the original transcript and a copy.

4. Each party is responsible for the costs of its attorneys, representatives, witnesses, travel expenses, and any fees. Every effort will be made to avoid the presentation of repetitive witnesses. The Union is responsible for paying any travel or per diem expenses for its witnesses, the grievant and the union steward.

**28.4 Successor Clause**

Grievances filed during the term of the 2007 – 2009 agreement will be processed to completion in accordance with the provisions of the 2007 – 2009 agreement.

**For Union:**

Emily Hersher

**Date**

8/2/06

**For Employer:**

Mr. Rep

**Date**

8/2/06